

PATROLMENS' UNIT

THIS AGREEMENT made and entered into at the Township of Gloucester, County of Camden, New Jersey, this 24 day of July, 1979, by and between the Township Council on behalf of the Township of Gloucester, hereinafter referred to as "Council" and the Gloucester Township Negotiating Committee, hereinafter referred to as the "GTNC". (1) (1), (1), (1)

WITNESSETH:

WHEREAS, the Council and the GTNC recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council and the Township Manager retain the basic decision making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the Patrolmen of the police force are particularly qualified to advise the formulation and policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the GTNC as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: LEGAL REFERENCE

Nothing contained in this AGREEMENT shall alter the authority conferred by Law, Ordinance, Resolution of Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This AGREEMENT shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II: RECOGNITION

The Township hereby recognizes the GTNC as the sole and exclusive representative of the Patrolmen of the Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

## ARTICLE III: POLICEMENS' RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every Patrolman shall have the right freely to organize, join and support the GTNC and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Laws of State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the GTNC and its affiliates, his participation in any activities of the GTNC and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this AGREEMENT or otherwise with respect to any terms or conditions of employment.

Representatives of the GTNC shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in his personnel jacket.

## ARTICLE IV: MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this AGREEMENT, the Township of Gloucester reserves the right and retains solely and exclusively all of its Statutory and Common Law Rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous AGREEMENT with the GTNC. The sole and exclusive rights of the Township of Gloucester, New Jersey, which are not abridged by this AGREEMENT, shall include but are not limited to, its rights to determine the existence or non-existence of facts

which are the basis of the Township Police Department and/or Management decision, to establish or continue policies, practices, or procedures for the citizens of the Township of Gloucester, and from time to time, to change or abolish such practices or procedures; the right to determine and from time to time redetermine the number, locations, and relocation and types of its officers and employees or to discontinue any performance by officers or employees of the Township of Gloucester; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of officers required; to assign such work to such officers in accordance with the requirements determined by the Department of Police and Township Manager; to establish training programs and upgrading requirements for officers and/or employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote officers or employees for just cause, or to lay off, terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise take such measures as the Township Manager may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Gloucester, New Jersey, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any article or specific term of this AGREEMENT.

#### ARTICLE V: SICK LEAVE

Sick Leave means the absence from duty of a member of the police department because of personal illness by reason of which such member is unable to perform the usual duties of his position because of exposure to contagious disease, or other illness, or in an emergency situation where because of a member of his immediate family (wife & children) having an illness requiring his remaining at home to care for same, or caring for the household. Such an emergency situation shall be documented upon request of the Director of Public Safety and/or Chief of Police. Each member of the police department covered by this contract shall be granted twenty-one (21) sick days per year, five (5) of which may be taken as personal business days and noted as such on the member's personnel record upon approval of the Director of Public Safety.

A. Sick leave shall be cumulative from year to year, and commencing on January 1, 1973, all members shall receive upon retirement the sum of Twenty

(\$20.00) Dollars for each unused sick day cumulated from the aforesaid date to and including December 31, 1977.

B. Commencing on January 1, 1978, members shall be paid 50% of a full day's pay for each day of sick leave accumulated from that date, upon honorable separation from service and upon the recommendation of the Director of Public Safety. This shall be paid at the salary level then in effect at the time of separation.

C. Any member who has exhausted his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Director of Public Safety, shall be continued on the Township Blue Cross/Blue Shield Program, Dental program, Prescription Plan, or any other Medical Insurance Program until he shall return to duty.

D. In the event a member shall have no sick leave, either allowable or cumulative, and is granted leave for personal business, such leave must be approved by the Director of Public Safety and/or Chief of Police.

#### ARTICLE VI: DISABILITY LEAVE WITH PAY

A member who is disabled by injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment may, on the recommendation of the Chief of the Department to the Township Manager, be granted leave of absence with full pay and benefits, for a period not to exceed one (1) year, provided that said disability or illness was a direct result of, or arising out of his employment, and is certified as such by a physician designated by the Township. The Director of Public Safety shall require evidence in the form of a physician's certificate from such physician as to the original and continued disability of such member as a result of injuries sustained in the line of duty or illness as a direct result of, or arising out of his employment.

Any temporary disability payments from Workmens' Compensation Insurance received by the employee shall be credited toward the pay referred to above.

#### ARTICLE VII: LIABILITY AND FALSE ARREST INSURANCE

The Township agrees to cover all members of the Department with False Arrest and Liability Insurance in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars - Five Hundred Thousand (\$500,000) Dollars. In addition, whenever an officer or member of the police department or force is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or

proceeding, but not for his defense in a disciplinary hearing instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding insituted by, or on complaint of the municipality, shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

#### ARTICLE VIII: CLOTHING ALLOWANCE

All Patrolmen and Detectives covered under this AGREEMENT shall receive the sum of Five Hundred (\$500.00) Dollars per year as a uniform and/or clothing allowance. Fifty (50%)percent of this allowance to be paid on January 1st, and fifty (50%)percent on July 1st.

A. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of new uniforms required for the change.

B. The Township shall replace or repair all uniforms damaged while on duty.

C. New members hired under this AGREEMENT shall be issued the full amount of initial uniforms and equipment as required under present departmental regulations. This shall include, but not be limited to, full summer and winter uniforms, weaponry, rainwear, shoes and boots, and leather goods.

#### ARTICLE IX: FUNERAL LEAVE

A regular full-time employee who is excused from work because of death in his extended family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first 72 hours following death of the family member. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section.

Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the family.

Extended family is defined to mean parents, brother or sister, father-in law, mother-in-law, grandmother or grandfather.

In the event of death of a member of the employee's immediate family (spouse) or (Children), the employee will receive his regular rate of pay for the first seven (7) days following the death of such family member. (Not more than eight (8) hours per day or 56 hours for any period will be paid under the provisions of this section).

If further time is necessary, the employee will request such time from the Director of Public Safety and/or Chief of Police.

In the event that the death of an extended family member causes an additional burden on the employee him/herself as defined below, the employee will receive his regular rate of pay for the first seven (7) days following the death of such family member. Not more than eight (8) hours per day or 56 hours for any period will be paid under the provisions of this section.

"Additional Burden" Defined: The employee must in addition to making the usual necessary funeral arrangements and attendance be called upon to:

1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.
2. Have to arrange to dispose of or transfer the business concerns of the deceased.
3. Have to arrange for the care of survivors of the deceased.

#### ARTICLE X: RULES AND REGULATIONS

The Township Manager shall and may establish and enforce binding rules and regulations in connection with the operation of the Police Department, and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this AGREEMENT. Copies shall be furnished to the Association. It is understood that application of this AGREEMENT shall not in any way hamper enforcement of the Departmental Rules and Regulations.

It is understood that all employees shall comply with all rules and regulations of the Department, and order of directives issued by the Director of Public Safety or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XVII of this contract.

In the event that an employee or employees shall refuse to comply with the rule, or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department Rules and Regulations, subject only to the right of employee to file grievance.

All members of the Police Department shall be issued a Manual containing all rules, regulations, general orders and policy statements plus other orders presently in effect in the Police Department. If any changes in the above mentioned areas are made, said changes shall be issued and inserted in the Manual.

The Township shall keep an up-to-date compilation of all S.O.P.'s, Special Orders, and memos. These shall be kept in a location so as to be readily available to all members of the department at all times for their inspection and review on a 24 hour basis.

#### ARTICLE XI: NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the PBA or FOP, or his participation in activities herein prescribed, nor discriminate against any member of the PBA or FOP for any action involving his management duties on behalf of the Department of Police, Township of Gloucester, New Jersey.

#### ARTICLE XII: HOSPITALIZATION

The Township agrees to provide Blue Cross/Blue Shield or an independent hospitalization policy containing similar benefits as well as major medical insurance for the employee and his dependents, with these benefits continued upon the member's retirement until Social Security age is reached for Medicare.

#### ARTICLE XIII: BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this AGREEMENT, parties hereto agree that there shall not be and that the GTNC, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of, or interference with, normal work performance.

#### ARTICLE XIV: EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties

acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this AGREEMENT shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this AGREEMENT.

The Township shall perform no act which will conflict with the terms of this AGREEMENT.

#### ARTICLE XV: MISCELLANEOUS

If any provisions of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

The provisions of this AGREEMENT shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify existing local laws.

If any provision of this AGREEMENT is held contrary to Law, then the GTNC and the Township shall collectively negotiate to try and bring that provision into alignment with the conflicting law, or if that is impossible, to negotiate a new provision or benefit to take the place of that unlawful provision.

#### ARTICLE XVI: PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, or age.

#### ARTICLE XVII: GRIEVANCES

The intent of the parties to this AGREEMENT is that the procedures herein-after set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of provisions of this AGREEMENT.

It is further understood that suspension, demotion, and discharge shall be made in accordance with Township Ordinance 0-73-1, known as the Administrative Code, State Statute, and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual

pursuant to Civil Service as provided by law. A disciplinary proceeding shall not be subject to the grievance procedure.

STEP 1

As to grievances, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The Superior will give his verbal answer or written answer within three (3) working days of the date of presentation of the grievance.

STEP 2

If the grievance is not settled in STEP 1, it shall be reduced to writing and presented through the chain of command to the level that would have control over the grievance. The Director of Public Safety should be included in the decision. The grievance shall be prepared in detail and be dated. That level will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by an attorney, or representatives from PBA, FOP, or the Employee bargaining unit in presenting his grievance.

STEP 3

If the grievance is not settled in STEP 2, the written grievance shall be presented to the Township Manager within five (5) working days after the response is given. The Township Manager, after a grievance hearing, at which the employee shall have the right to have his representative present, will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturday, Sunday and Holidays excluded).

STEP 4

If not settled by STEP 3, the grievance will be presented to the Township Council within five (5) working days after the response given in STEP 3. Township Council will reply within ten (10) working days after the next regularly scheduled meeting after presentation of the grievance. If Township Council desires to have a hearing on the matter, it shall be held at the next regularly scheduled Council meeting, but in no case shall the member be given less than seven (7) calendar days notice of the hearing. If such a hearing is held, Township Council will have three (3) working days after such hearing to respond to the grievance, Saturdays, Sundays, and holidays excluded. The aggrieved employee may be represented by Counsel in presenting his grievance.

## STEP 5

If the grievance is not settled in STEP 4, it will be submitted to an arbitrator from P.E.R.C. or the American Association of Arbitration, mutually agreeable to both parties. The cost of such arbitration will be borne by the party not upheld by the arbitrator.

A. A grievance may be filed by the GTNC at its own instigation or at the request of any patrolman or detective covered under this agreement instead of an individual patrolman or detective at the sole discretion of the GTNC.

In filing a grievance the GTNC will not be required to observe STEP 1, but will instead submit the grievance directly to the chain of command as in STEP 2. A grievance submitted to the Director of Public Safety, Chief of Police, or Deputy Chief of Police, by the GTNC, will have complied with the requirements of STEP 2. The time limits, procedures, and additional steps in the grievance procedure will then be observed by the GTNC and Township as outlined in this aforementioned procedure.

## ARTICLE XVIII: JOINT GTNC MANAGEMENT COMMITTEE

A committee consisting of the Township Manager and the GTNC shall be established for the purpose of reviewing the administration of this AGREEMENT and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

The purpose and intent of such meeting is to foster good employment relations through communications between the Township and the GTNC on such matters as:

- (a) Discussing questions arising over the interpretation and application of this AGREEMENT.
- (b) Disseminating general information of interest to the parties.
- (c) Giving GTNC representative the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- (d) To notify the employees in the bargaining unit of changes in non-bargainable conditions of employment contemplated by management.
- (e) The promotion of education and training
- (f) The elimination of waste and the conservation of materials and supplies.
- (g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

## ARTICLE XIX: FLEXIBILITY OF ASSIGNMENT

Employees, regardless of regular assignments, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

- (a) Prevention and detection of crime;
- (b) Enforcement of laws and ordinances;
- (c) Protection of life and property;
- (d) Arrest of violators of the law;
- (e) Direction of traffic;
- (f) Regulation of non-criminal behavior of the citizenry; and
- (g) Preservation of the peace.

An exception to specific duties can be made where employees are on the medical "Limited Duty" list and cannot perform the said duties.

The Township and the GTNC acknowledge that a policemen's primary responsibility is to perform police duties and his energies shall be utilized fully to this and except in case of emergencies or special circumstances.

## ARTICLE XX: VACATIONS

Members of the Police Department covered by this AGREEMENT shall be granted the following vacation leave:

1. After six (6) months up to one year of service, one (1) working day per month of service.
2. From one year up to and including the third year of service, fourteen (14) working days.
3. From the fourth year up to and including the ninth year of service, seventeen (17) working days.
4. From the tenth year up to and including the fourteenth year of service, twenty-three (23) working days.
5. From the fifteenth year of service to retirement, thirty (30) working days.

Members may accumulate up to one year's allowable vacation leave.

## ARTICLE XXI: HOLIDAYS

The following fifteen (15) days shall be observed as normal holidays during the years covered by this contract: New Year's Day, Martin Luther King's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Law Day (May 1), Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

In addition to the fifteen holidays specified above, each member's birthday shall be a paid holiday. The member's birthday, at his option, may be

taken off on his birthday or another day, or paid as additional compensation on December 1.

Compensation for holidays shall be as follows:

A. If a holiday falls or is included in a scheduled shift and the Patrolman actually works on that holiday, he shall receive straight time pay for said holiday, and in addition thereto, he shall receive on December 1st of that year, one additional day's pay for working said holiday.

B. If a holiday falls or is included in a scheduled shift and the Patrolman does not work on that holiday, he shall only receive straight time pay for that holiday but no additional day's pay on December 1st of that year.

C. If a holiday falls or is included on a normal day off, the Patrolman shall receive on December 1st of that year, one day's pay for such holiday.

D. If a Patrolman is on a Duty Related Injury and that period of time falls on a holiday, he will receive one day's pay for said holiday on December 1st of that year for said holiday.

E. If a Patrolman is on sick leave and that period of time falls on a holiday, he will be charged for the sick day, but will receive one day's pay on December 1st of that year for said holiday provided that period of sick time totals three (3) working days and he returns to work with doctor's certificate.

F. If a member is on a scheduled vacation day on any holiday, he shall receive one (1) day's pay as additional compensation on December 1st.

#### ARTICLE XXII: HOURS OF EMPLOYMENT

The normal work week of a policeman shall consist of forty (40) hours per week. The exact hours for particular employees shall be established by the Director of Public Safety and approved by the Township Manager.

A. Regular overtime, provided the same is approved by the Director of Public Safety, shall be compensated at the rate of time and one-half of hourly earnings.

When a patrolman or detective covered under this AGREEMENT is called into duty when he is otherwise off, he shall be paid a minimum compensation of four (4) hours at time and a half times his hourly rate of pay.

B. For Court appearances required while off-duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be paid therefore at the rate of time and one-half of hourly earnings the minimum compensation for such appearances shall be for the first four (4) hours, thereafter on a per hour basis at the aforesaid rate.

C. For Gloucester Township Municipal Court appearances required while off duty, where a policeman is unable to schedule such appearance during his regular work shift, or where the matter had been postponed or is otherwise continued and deferred by the court, not at the request of the policeman and he is otherwise off duty, compensation at the rate of one (1) hours pay at the normal hourly rate of pay shall be paid, and thereafter on a per hour basis at one and one half times the hourly rate of pay.

All policemen shall schedule their appearances before the Gloucester Township Municipal Court during their regular work shift, if possible, and no compensation shall be paid for matters which might have been scheduled during a regular shift unless good cause exists, as approved by the Director of Public Safety.

D. For off-duty appearances before any other court, judicial hearing, or juvenile intake hearing, one and one half times the officer's hourly rate with a four (4) hour minimum compensation and thereafter on a per hour basis.

E. For off-duty attendance at Board of Education and Township functions and functions of other organizations such as athletic contests, dances, etc., the officer shall be compensated at the rate of Seven(\$7.00) Dollars per hour or straight time hourly earnings, whichever is higher.

In the assignment of overtime required by the Board of Education and Township functions, the Township shall distribute such overtime fairly and equitably, and, wherever and whenever feasible and practicable, shall assign such overtime on a seniority basis with adequate advance notice. In assignment of Board of Education and Township functions, the Township agrees to a policy, of first seeking volunteers for the functions before assigning employees. If there are no volunteers for the function, the Township shall assign employee to the function, but in no event shall the Township assign an employee to the function who is on his day off except in extremely emergent circumstances. In the event an employee is assigned (ordered) to one of the aforesaid functions, by the Township, he shall be compensated at one and one half times his hourly rate of pay for a four (4) hour minimum, and on a per hour basis thereafter.

#### ARTICLE XXIII: DENTAL PLAN

The Township shall provide a Dental Plan under the North American Plan, or an equal coverage plan by another insurance company or other organization providing the same dental care, for employees covered under this AGREEMENT and his dependents.

#### ARTICLE XXIV: RATE DIFFERENTIALS

A. Patrolmen and Patrolmen assigned to the Detective Division:

For the years covered by this contract, there shall be a One Thousand Five Hundred (\$1,500) Dollar salary differential between the normal rate of salary of a Patrolman and the rate of salary said Patrolman shall receive when permanently assigned to the Detective Division.

B. Whenever a Detective is designated as the "Duty Detective" and is on call for that period of time assigned by his Division Commander, he shall receive two (2) hours pay at his normal hourly rate of pay as additional compensation for keeping himself on this standby status.

#### ARTICLE XXV: SHIFT DIFFERENTIALS

A. The following shift differentials shall apply for any member covered under this AGREEMENT for assignment to one of the following shifts on a permanent basis:

1. For the 8:00 AM to 4:00 PM Shift, the normal rate of compensation.
2. For the 4:00 PM to Midnight Shift, in addition to the normal rate of compensation, there shall be paid a 4% additional shift differential.
3. For the Midnight to 8:00 AM Shift, in addition to the normal rate of compensation, there shall be paid a 9% additional shift differential.

B. The following shift differentials shall apply for any member covered under this AGREEMENT assigned to the following shifts on a rotating basis:

1. For the 8:00 AM to 4:00 PM Shift, the normal rate of compensation.
2. For the 4:00 PM to Midnight Shift, in addition to the normal rate of compensation, there shall be paid a 2% additional shift differential.
3. For the Midnight to 8:00 AM Shift, in addition to the normal rate of compensation, there shall be paid a 3% additional shift differential.

C. Rate to be paid quarterly.

#### ARTICLE XXVI: COLLEGE CREDITS

On December 1st of each year, the Township shall pay to every Patrolman as additional compensation, the sum of Ten (\$10.00) Dollars per credit per year for college credits possessed by said Patrolman for undertaking, completing and satisfactorily passing college courses of study accepted toward an academic degree related to Law Enforcement, at any accredited college or university.

In order to qualify for such compensation, said Patrolman must present and file an officially documented transcript of credits and secure the approval thereof by the Director of Public Safety at least thirty (30) days prior to December 1st.

Compensation shall be paid for credits in blocks of one (1) up to a maximum of one hundred (100) credits.

#### ARTICLE XXVII: PAYMENT AT HIGHER RANK

A Patrolman temporarily assigned and performing the work and duties of an officer of higher rank shall receive, upon the approval of the Director of Public Safety, the rate of salary or compensation of that higher rank. Such compensation shall be paid from the first day of performance of said work and duties of an officer of a higher rank, including, but not limited to Detective and Sergeant.

#### ARTICLE XXVIII: WAGES AND LONGEVITY

Wages shall be paid in accordance with the Salary Ordinance of the Township of Gloucester prepared in accordance with the attached Schedule "A".

#### ARTICLE XXIX: OUTSIDE EMPLOYMENT

Employees may engage in outside employment under the regulations and conditions contained in the Township Police Manual dated 1972.

#### ARTICLE XXX: PRESCRIPTION PLAN

The Township will provide for all members covered under this AGREEMENT a prepaid prescription plan for employees and their dependents in which the employee is responsible for payment of Fifty (.50¢) cents toward the cost of the prescription.

#### ARTICLE XXXI: F.O.P. OR P.B.A. OFFICERS, DELEGATES, OR TRUSTEES

Any F.O.P. or P.B.A. officers, delegates, or trustees shall be given time off to attend any local or state meeting or executive session of either organization providing the manpower needs of the department are not adversely effected, and the prior consent of the Director of Public Safety or his designee has been secured.

#### ARTICLE XXXII: EMERGENCY STANDBY

In the event that any member covered under this AGREEMENT is ordered to place himself on alert for duty in an emergency situation, he will be compensated at the rate of four (4) hours pay at the normal hourly rate of pay for each day on such emergency standby.

#### ARTICLE XXXIII: TRAINING

The Township agrees to provide transportation to and from training schools as incidental to the member's employment.

A. For training schools at any training area the Township agrees to provide to members covered under this AGREEMENT, daily round trip transportation in the form of a police vehicle or payment for mileage at the rate of fifteen

(.15¢) cents per mile.

ARTICLE XXXIV: TERMS AND CONDITIONS

This AGREEMENT shall be in full force and effect from January 1, through and including the 31st Day of December, . If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration.

This AGREEMENT shall remain in full force and effect on a day-to-day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein.

Collective negotiations on the terms of a new AGREEMENT shall commence no later than September 1 and shall be completed before or no later than December 31,

Barry P. Hoffman  
Township Manager

John J. Dadekian  
GTNC Representative

James M. Hagan  
Mayor  
ATTEST:

Yoseph A. Vellutino  
TOWNSHIP CLERK

John O. Bittner  
GTNC Representative

William C. Seltzer  
GTNC Representative

SCHEDULE "A"

I. SALARY SCHEDULE

Salaries for Patrolmen shall be as follows:

A. Date of employment to six (6) months of service	\$12,177.00
B. Six (6) months of service to one (1) year	12,850.00
C. After one (1) year of service	16,285.00

The above salary schedule is based on a 5% cost of living increase with a 2% standard of living increase over the 1978 salary of \$15,219.00, for the year 1979.

If the cost of living, based on the U.S. Dept. of Labor - Consumer Index for Urban Wage Earners for Delaware Valley - November 1, 1978 to November 1, 1979, and for November 1, 1979 to November 1, 1980 for the year of 1980, exceeds 5%. The cost of living increase shall be raised using the following formula.\*

If the cost of living rises to 6% - One percent additional shall be paid =  $5\% + 1\%$

If the cost of living rises to 7% - One more percent additional shall be paid =  $5\% + 2\%$

If the cost of living rises to 8% - One-half of one percent additional shall be paid =  $5\% + 2\frac{1}{2}\%$

If the cost of living rises to 9% - One-fourth of one percent additional shall be paid =  $5\% + 2\frac{3}{4}\%$

If the cost of living rises to 10% - One-fourth of one percent additional shall be paid =  $5\% + 3\%$

\*This formula is based on the 1978 Patrolman's Base salary (after one year of service) of \$15,219.00.

The salary schedule for 1980 shall follow the same formula based on the final total cost of living and standard of living paid for the 1979 year.

## II. LONGEVITY

Longevity pay for extended service shall be determined on the basis of the employee's anniversary date of employment in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum on December 1st of the year when the longevity rates become applicable to the particular employee, and on each December 1st thereafter.

Commencing on the anniversary date of employment of the beginning of the year of service indicated in the first column below until the end of the year of service indicated in the second column below, the employee who shall qualify therefore shall receive a sum equivalent to that percentage figure indicated in the third column below of his base salary rate for the current year:

<u>COLUMN 1</u>	<u>COLUMN 2</u>	<u>COLUMN 3</u>
5th year through	9th year	5%
10th year "	14th year	7%
15th year "	19th year	9%
20th year to	retirement	11%

An officer may request that longevity be paid within his base salary in order to increase his pension benefits, however, the officer must request this during the three (3) years prior to his anticipated retirement.